

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA**

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA,

Plaintiff,

v.

JESUS GUILLERMO MORA, ANDREA  
NUNEZ, and KAIYA JEWLIET PROCTOR,

Defendants.

Civil Action No.: 5:18-cv-00007-FL

**CONSENT ORDER**

**THIS MATTER**, having come before the Court jointly by undersigned counsel for the Plaintiff, The Prudential Insurance Company of America (“Prudential”), and Defendants, Andrea Nunez (“Andrea”) and Kaiya Jeweliet Proctor (“Kaiya”), in accordance with the Court’s July 2, 2018 Order directing that Prudential, Andrea, and Kaiya propose a consented-to form of request for judgment, for entry of the within Order (1) granting final default judgment against Defendant Jesus Guillermo Mora (“Jesus”); (2) discharging Prudential from any further liability with regard to a death benefit of \$100,000.00 (“FSGLI Death Benefit”) due as a consequence of the death of Mary Mora (“Mary”), under a group life insurance policy bearing Group Policy No. G-32000 (the “Group Policy”) issued by Prudential through the Office of Servicemembers’ Group Life Insurance (“OSGLI”) to the Department of Veterans Affairs of the United States, pursuant to the Servicemembers’ Group Life Insurance statute, 38 U.S.C. § 1965 (“SGLI”); and (3) directing that Prudential pay the FSGLI Death Benefit to Kaiya; and default having been entered against Defendant Jesus Guillermo Mora (“Jesus”) on June 29, 2018; and the Court having considered the foregoing, and for good cause shown:

**IT IS** on this 17th day of July, 2018;

**ORDERED** as follows:

1. Default judgment is hereby entered against Jesus.
2. Prudential is hereby granted interpleader relief.
3. Within thirty (30) days of Prudential's receipt of this Order and a completed W-9 Form in good order from Kaiya, Prudential shall issue payment of the FSGLI Death Benefit to Kaiya in the amount of \$100,000.00, together with accrued claim interest, if any.
4. Prudential is hereby discharged from any and all liability to Jesus, Andrea, and Kaiya, relating to the Group Policy and/or the FSGLI Death Benefit payable thereunder. Jesus, Andrea, and Kaiya are hereby permanently enjoined from bringing any action or proceeding in any forum, or making any further actual or implied claims, demands and causes of action, asserted or unasserted, liquidated or unliquidated, or bringing any action or proceeding in any forum, arising out of or in connection with Prudential relating to the Group Policy and/or the FSGLI Death Benefit.
5. All claims, rights, interests and actions that Jesus, Andrea, and Kaiya might otherwise have held against Prudential and its present and former parents, subsidiaries and affiliated corporations, predecessors, successors and assigns and their respective officers, directors, agents, employees, representatives, attorneys, fiduciaries and administrators, with respect to the the Group Policy and/or the FSGLI Death Benefit are hereby released.
6. All claims against Prudential are hereby dismissed with prejudice and this action is hereby dismissed with prejudice.

  
LOUISE W. FLANAGAN

United States District Judge

We hereby consent to the form and entry of the within Order:

**LONGLEAF LAW PARTNERS**

s/Benjamin L. Worley

Benjamin L. Worley

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